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SOUTH STATION

CENTRAL BUSINESS DISTRICT PROJECT
BOSTON REDEVELOPMENT AUTHORITY

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SOUTH STATION DEVELOPMENT OFFERING

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I. INTRODUCTION

The South Station property of approximately 23 acres occupies a pivotal location in downtown Boston. At present it is used primarily as a rail terminal for the New York, New Haven and Hartford and Boston and Albany railroads for related uses. Since World War II, in common with other rail carriers, commuter passenger use on those railroads has declined drastically. During this same period, however, the construction of new expressways, the development of plans for new rapid transit and the growth of the downtown Boston economy have all added to the potential of the area.

In recognition of these facts, the Boston Redevelopment Authority has negotiated the purchase of the entire property from the Boston Terminal Corporation. The purchase agreement has received the approval of the Federal District Court, the overseer of the Terminal Corporation in bankruptcy. It is therefore appropriate for the Authority and the City to give immediate consideration to the future development of the South Station property.

A. Purpose of Offering

Interest in developing the property has been expressed on behalf of several public agencies as well as private developers. In addition, there are varied proposals for the development of the site which have been discussed and studied at one time or another. This offering is being made at this time in order that all interested developers, private or public, may have the opportunity to submit specific development proposals for all or a portion of the site.

The Authority will weigh all proposals very carefully to determine their feasibility, the appropriateness of the design and the benefits which they will bring to the City as a whole and to the Central Business District in particular. Following the evaluation of such property, the Authority will select the developer or developers for the site and authorize them to submit detailed plans leading to the execution of the land disposition agreement.

The Authority reserves the right to reject any and all proposals.

B. Objectives

Detailed planning studies of the South Station area and the Central Business District are now being undertaken by the Authority and its consultants. These studies have

progressed sufficiently to date so that the Authority can set forth in broad terms the objectives which it seeks to achieve by the development of the South Station area. These objectives are set forth below for the guidance of developers:

1. Provision of Economic Strength

By its critical location, the South Station area lends itself to a very intensive economic use as well as the provision of a large parking garage. A combination of commercial and parking uses should be such that it will add significantly to the economy of the downtown area and have a favorable impact on the adjacent retail and financial districts.

2. Relation to the Central Business District

The South Station is a major site within the Central Business District, although historically it has been somewhat separated from that district by reason of the intervening major traffic streets. A major objective of the Central Business District development program is to tie together the South Station area and the adjacent retail and financial districts. Thus, the construction of a major pedestrian overpass at Dewey Square leading from the South Station to Summer and Federal Streets, the provision of special "minibus" transportation, and other measures designed to link the South Station with the Central Business District will be made part of the Central Business District Project.

3. Design Objectives

The South Station presents an unusual design opportunity, not only to create a major development in and of itself but also to relate this development to the adjacent areas. The Authority has not endeavored to establish any rigid design controls, but rather intends to give developers the maximum flexibility in submitting their design proposals. All design proposals, however, will be subject to Authority review, comment and approval. Major design considerations include the provision of adequate and well designed space for pedestrian circulation, the relation of the garage to the commercial parcels and the relation of both of these to Summer and Federal Streets, the visual opportunity presented by the adjacency of the Fort Point Channel and the harbor as well as by the location of the property in relation to the expressway and highway systems.

C. Criteria for Selection

The overriding standard to be employed by the Authority in judging development proposals is the determination of maximum benefit to the City. This will be judged in terms of economic impact with respect to tax income and long-term economic strength, as well as benefits to the surrounding area and the impact of the development proposal on the downtown as a whole. Within this broad standard, all development proposals will be judged in accordance with the following three criteria:

1. The financial feasibility of the development proposals.

2. The demonstrated experience and skill of the developer, his consultants and his architect.

3. The design concept.

D. Land Price

It is the Authority's policy that the price for the South Station land will be established in accordance with regular procedures through independent appraisals based on the final development program. No such land price has yet been established; and for the purpose of economic analyses undertaken in the preparation of submissions, developers may assume prices on the basis of their own best judgement. It should be noted however that the South Station property will not be sold on the basis of price competition since in the Authority's judgement such a competition would serve to emphasize price at the expense of the quality of the development, its design and its timetable. Therefore, no proposals for land price should be submitted by any developer, public or private.

E. Procedures

The Authority staff are available for consultation in order to clarify and interpret any part of this offering and such clarifications or interpretations will be made available to all prospective developers.

F. Possible Stadium Site

For information purposes, Map. No. 2 shows, as Parcel D, a site directly south of the South Station Property, which is the possible location of a major new sports stadium for the City of Boston. This site is closely related to the South Station Property, and prospective developers should take into consideration the possibility that such use might be made of the site.

Parcel D is presently owned by the Commonwealth, the MBTA and the New Haven Railroad. The BRA has no active plans at this time to acquire ownership of the tract.

II. DESCRIPTION OF SOUTH STATION PROPERTY

A. Location and Size of Property

The South Station Property consists of approximately 23.5 acres (or 1,029,000 square feet) occupying a prime site in the heart of Boston, Massachusetts. The property lies less than 1500 feet from the principal retail and financial areas in downtown Boston. These and other important areas in the vicinity of the Property are shown on Map. No. 1.

The South Station Property is well served by highways and mass transportation facilities. It is located at the terminus of the Massachusetts Turnpike, and is served by direct connection to the John F. Fitzgerald Expressway, and through it, to all major highways serving the City.

There is an MBTA subway stop directly on the Property; and as part of the current MBTA expansion, it is likely that South Station will be the terminus of a new route to the South Station.

III. THE URBAN RENEWAL PROCESS

The Central Business District Project consists of 245 acres and is bounded by the Government Center Project on the north, the South Cove Project on the south, Boston Common on the west and the financial district and Fort Point Channel on the east. The Project is in the final stages of Survey and Planning under a planning advance loan from the Urban Renewal Administration. Detailed planning, traffic, economic and other studies have been made and a final draft urban renewal plan is now under preparation. Capital grant funds in the amount of $19,000,000 have been reserved by the Urban Renewal Administration for this Project.

The South Station property is proposed to be acquired as part of the Early Land program within the Central Business District Project. The Authority intends to move with all reasonable speed to consummate the acquisition of it and have the land available for development as soon as possible. The public hearing and public approval process is presently under way.

IV. OFFERING

For the purposes of this offering, the South Station Property has been divided into three sub-parcels, as shown on Map. No. 2. These parcels are capable of either independent or integrated development, and the Authority will entertain proposals for either the entire site or any designated subparcel.

The subparcel lines as established by the Authority are not intended to be entirely definitive. The Authority will consider proposals for subparcels of different sizes or dimensions, but reserves the right to retain the parcel lines indicated. Developers proposing changes in these lines should include a full explanation of the need, in terms of development potential, for parcels of different dimensions.

1. Parcel A is located at the corner of Summer Street and Atlantic Avenue. It consists of approximately 120,000 square feet and is available for general commercial uses. It is an ideal site for major intensive development such as a trade mart or office tower or a combination of uses. The possibility of direct entrance to the garage on Parcel A should be exploited, as well as utilization of pedestrian access via the Dewey Square Overpass.

2. Parcel B lies to the east of Parcel A. It contains approximately 50,000 square feet and is also available for general commercial uses. Its size and location make it appropriate for a high rise office building or motel.

The possibility of direct entrances to the garage on Parcel C should be exploited as well as utilization of pedestrian paths leading to the Dewey Square Overpass.

3. Parcel C consists of 680,000 square feet at the southern portion of the site. A major portion of the Parcel is currently in trackage use and is immediately available for an air-rights development only. The portion of Parcel C now in track use will become available under a schedule which is related to the relocation and/or retirement of New Haven Railroad tracks. This schedule is as follows (See Map 4):

Segment	1	1968
	2	1971
	3	1974
	4	1977
	5	Not to be abandoned

Parcel C is designated for garage and ancillary uses. In addition the possibility exists that a major commercial building could be constructed on this site. It is the intention of the Authority that the garage would be constructed on air rights, with direct connections to the Turnpike and Expressway, and with pedestrian connections to the proposed Dewey Square Overpass, and to the MBTA facilities below the site. Map No. 3 shows proposed access and egress.

V. SPECIFICATIONS AND REQUIREMENTS

A. Parcel by Parcel Specifications

1. Parcel A.

a) Permitted Uses

1) General commercial
2) Bus station; ancillary uses
3) Railroad station waiting room; ancillary uses

b) Required Development

1) At least 400,000 sq. ft. of commercial development

c) Access

Limited access from Atlantic Avenue and Summer Street. (See Map 3)

2. Parcel B.

a) Permitted Uses

General commercial and ancillary uses.

b) Required Development

At least 300,000 sq. ft. of commercial development. If proposed for a motel or hotel at least 300 guest rooms.

c) Access

From Summer Street & Dorchester Avenue (See Map No. 3)

3. Parcel C

a) Permitted Uses

Parking; transportation terminal; motor freight terminal; commercial

b) Required Development

Garage with capacity of 3500-5000 cars.

c) Access

Direct garage connections to Mass. Turnpike and Fitzgerald Expressway;
From and to Dorchester Ave. and Kneeland Street; to Beach Street; from Essex Street.

d) Interior Circulation

Possible minibus operation within garage and to downtown areas should be accommodated. Easy pedestrian access to Dewey Square and Summer and Federal Streets.

e) Easements

1) See Map No. 5.
2) Pedestrian access to and from Parcels A and B must be provided.

f) Garage Operating Policy

The rate structure must be designed to encourage short-term parking for shoppers and visitors. An estimated rate schedule should be indicated in the submission, and the Land Disposition Agreement will provide for Authority approval of changes in such rate schedule.

B. Controls Applicable to All Parcels

1. Subway Easements

Easements for existing subway tunnels must be maintained, and construction shall proceed so as not to damage or threaten damage to or cause leakage in or impair the structure or support of, or interfere in any way with the use of Massachusetts Bay Transit Authority facilities, and any existing above-ground facilities must be restored or replaced in a manner acceptable to the Massachusetts Bay Transit Authority.

2. Landscaping

All open areas must be suitably landscaped so as to provide a visually attractive environment.

3. Signs

All signs must be suitably integrated with the architectural design of the structure which they identify. The size, design, location, and number of signs shall be approved by the Authority.

4. Provisions for Handicapped People

All buildings shall be so designed that persons in wheelchairs can enter and leave and travel about the building in a reasonable manner without undue obstruction. Appropriate entrances and exits for such persons shall be constructed on all major frontages.

5. Parking.

Proposals for only a limited amount of parking spaces will be considered for Parcels A and B, the amount and location of which will be subject to the approval of the Authority. Parcel C is intended to be the garage parcel.

C. General Requirements

1. Tax Revenue

One of the objectives of the South Station development should be to return as much tax income to the city as is possible, consistent with good design, public amenities, and conformity to the controls, requirements and objectives of this offering. Private developers should indicate estimated taxes; public developers should indicate the amount of payment-in-lieu-of-taxes they would expect to pay. A selected public developer will be expected to make a formal commitment covering this matter.

2. Land Price

Prices for the South Station Property and for the individual sub-parcels will be established on the basis of two independent re-use appraisals in accordance with Federal regulations, and concurred in by HHFA. Such appraisals have not yet been made.

The prices, once established, will be fixed, and the Authority will not entertain proposals to change them.

The South Station Property will not be sold on the basis of a price competition, but rather upon an evaluation of individual proposals in terms of over-all benefit to the community.

3. Easements

A full statement of underground utility easements is being prepared and will be sent out in an addendum to this Development Offering.

4. Railroad Requirements

The purchase agreement between the Boston Redevelopment Authority and the Boston Terminal Corporation contains provision both for continued use of necessary railroad trackage and future requirements for railroad terminal functions such as baggage handling, ticketing and waiting room space. Under the terms of the agreement the railroads may elect to construct their own facilities on a small subparcel of land to be made available to them by the Authority, or they may elect to occupy appropriate

4. Railroad Requirements ... cont.

terminal space in a convenient location as part of the new development to be constructed on the site. For the purposes of this initial submission, developers should assume that the railroad will elect the second alternative and therefore development proposals should accommodate approximately 25,000 square feet of terminal space reasonably convenient to the track ends and to Atlantic Avenue and Summer Street.

5. Open Space and Pedestrian Circulation

One of the objectives of the South Station development is the provision of generous open space linked to pedestrian paths which organize walking movement over the entire site. Developers of individual sub-parcels will be required to accommodate appropriate open space and pathways, link them with pathways on adjacent parcels, and grant such public easements as may be required to meet the objective.

VI. PROCEDURE

A. Submission Requirements - Stage I

1. Submission of Letter of Interest

Developers interested in the South Station property may submit a letter indicating such interest, not later than 5:00 p.m., February 1, 1966, to Edward J. Logue, Development Administrator, BRA, City Hall Annex, Boston 8, Massachusetts. Submissions should include:

a) Letter of Interest (in the form suggested in Section VII, Legal Documents) and $5000 deposit. The required deposit may be in cash, certified check, savings bank books, or irrevocable letter of credit, drawn to the order of the Boston Redevelopment Authority. Interest, if any, on the deposit will remain the property of the competitor, but the Authority is under no obligation to earn interest on any deposit.

b) Statement of portion or portions of the South Station property desired.

c) Type of development proposed, including proposed use and estimated cost. Estimate of tax income to City, whether by ad valorem taxes or payments-in-lieu-of-taxes.

d) Name and address of architect, together with description of projects completed since January 1, 1950, or presently under construction including photographs, dollar value, client or owner and location; listing of publications, awards and honors of the firm. In the case of a partnership or collaboration, the name of the architect with the design responsibility should be stated.

e) A schematic design proposal prepared by the architect including the following items:

1) Site Plan at scale of 1/40" = 1'
2) Circulation and access plan at 1/40" = 1'
3) Such elevations, sections and other materials as may be required to show the general form, character and materials of the proposed building or buildings.

f) Legal and Financial Qualification Information. For private developers, completed HHFA Form H-6004, Redeveloper's Statement for Public Disclosure and Statement of Qualifications and Financial Responsibility (see Section VII, Legal Documents). Any additional information respecting financial responsibility, such as tenancy commitments, if any; statement of discussions with prospective tenants; equity commitments from other sources, if any; mortgage loan discussions, preliminary letters, or commitments. The nature of this offering is such that interested developers should put forward the strongest possible statement of financial qualifications.

For public developers, evidence of legal authority to finance and carry out the proposed development. Description of financial program, including sources of capital and operating funds. If revenue bond financing is proposed, a letter from a nationally recognized bond underwriter respecting feasibility and indicating sources and bases for cost and income estimates in sufficient detail to demonstrate such feasibility, and a letter from a nationally recognized bond counsel regarding legal authority. If other type of financing is proposed, full statement of sources, legal authority, and evidence of feasibility. It is the intention of this paragraph that public developers should possess, or have the ability to possess, full capability to construct and operate an economically feasible development.

2. Review of Letters

The Development Administrator will acknowledge each letter on behalf of the Authority, and will have a staff evaluation made as follows:

Financial - The information submitted will be analyzed to determine if the developer is financially responsible and has the resources necessary to carry out the project.

Design Proposal - The architectural material will be judged on the basis of the excellence and appropriateness of the design concept and the extent to which it meets the design objectives as stated in this offering.

Qualifications.- The developer will be considered qualified if it has the legal authority, adequate staff resources, and prior experience in the undertaking of projects of comparable magnitude or complexity. In the case of public bodies with no such prior experience, a very strong statement of staff and consultant resources is encouraged.

3. The Negotiation Period

During this period, the BRA staff and the Development Administrator will enter into negotiations with qualified developers who have submitted Letters of Interest. The Development Administrator may hold joint conferences with all of the prospective developers, in order to coordinate architectural and development proposals relating to the several parcels

The Development Administrator will make such recommendations to the Authority as seem appropriate, including the method to be used in selecting developers from among those submitting Letters of Interest.

4. Development Proposals

When the negotiation process with a prospective developer or developers has proceeded favorably, the Development Administrator may invite such developer(s) to submit a formal proposal to the BRA covering the portion or portions of the Site involved; or, if the BRA determines to hold a competition, prospective developers will, in accordance with procedural rules to be established, have the opportunity to submit formal development proposals. In either case such proposals will include the following:

a) Letter of Intent (see Section VII, Legal Documents);

b) Substantial deposit;

c) Financial program for the buildings.
For a private developer such program must include estimated cost; source of funds, including equity funds; and mortgage commitments. Equity sources must be described, with binding pledges to the undertaking.

Mortgage commitments must include both temporary and permanent financing commitment letters from recognized lending institutions. If equity or mortgage funds are dependent upon tenancy commitments, such commitments must be shown. Where the developer consists of an unincorporated association, joint venture, etc., an executed agreement of association setting forth in detail the respective responsibilities and liabilities of the parties must be submitted.

For a public developer, such program must include estimated cost and estimated operating statement. Where revenue or general obligation bond financing is to be used, updated statements of nationally recognized bond underwriter and bond counsel. Where funds are to be provided by other means, evidence of complete legal availability of such funds, and commitment of such funds to this undertaking.

The financial program will be acceptable if it clearly supports a finding that the developer has the present resources necessary to carry out the project, and has committed such resources to the project.

d) Developed Design Proposal, consisting of site plans, elevations, sections, renderings and other materials as specified by the Authority.

Upon acceptance of a proposal by the BRA, the Redeveloper's Disclosure material (if required) will be published and, after the appropriate waiting period, the Letter of Intent executed on behalf of the Authority.

5. Inquiries

Inquiries from prospective developers are welcome. Staff of the Authority will be available under the direction of the Development Administrator, for discussion of the materials in this offering and the Authority's general objectives in the South Station Area in particular. Answers to particular inquiries will be made available in written form to all prospective developers.

6. Design Review

All submissions will be subject to complete and detailed design review. This review will be concerned with the design concept and the extent to which the proposal meets both the broad and specific objectives as set forth in this offering. The review will also be concerned with the massing and arrangement of building, the provision of pedestrian circulation and open space, the linkage with the downtown area and all other relevant facets of the design.

VII. A. Letter of Interest

(Use Developer's Letterhead)

Subject: South Station Site

Dear Mr. Logue:

We are interested in developing the South Station Site Submitted herewith are:

1. Certified check in the amount of $5000.

2. Legal and Financial Qualification Information.

3. Statement of development proposed, including proposed use and estimated cost. Estimated tax income to City.

4. Materials on architect's qualifications.

The portion of the South Station Site we are interested in is _____. The architect we have retained for this development is _____ of
(architect's name)
_____, of _____
(name of firm) (address)

We understand that the $5000 deposit is to be retained by you as a negotiation fee, but that it will be refunded to us (1) upon our written notice to you that we are no longer interested in the Parcel, at any time up until 10 days after such date as we are informed by you that the deposit is no longer refundable; or (2) at such time as the Authority has accepted a Letter of Intent by another developer for the same parcel.

Interest on the deposit is our property but we understand that the Authority is under no obligation to invest or reinvest it.

_____
(Developer)

Form approved
Budget Bureau No. 63-R867.5

H-6004
(2-63)

HOUSING AND HOME FINANCE AGENCY
URBAN RENEWAL ADMINISTRATION

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

and

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

NOTE: If the Redeveloper is an individual (or individuals jointly) who will redevelop land or rehabilitate property for residential use with a structure containing not more than four dwelling units, and who will occupy one or more of the dwelling units, Form H-6004A shall be used in place of this form.

Purpose and Applicability of These Forms

The attached form of *Redeveloper's Statement for Public Disclosure* is to be used by the Local Public Agency in obtaining the information from proposed redevelopers to be made public by the LPA in accordance with the requirements of Section 105(e) of the Housing Act of 1949, as amended. This form is to be completed by each proposed redeveloper with whom the LPA proposes to enter into a contract for, or understanding with respect to, a disposal of project land, except the Federal Government or a State or local government acquiring project land for a public nonresidential use.

The attached form of *Redeveloper's Statement of Qualifications and Financial Responsibility* is for the guidance of the LPA in prescribing the information to be furnished by proposed redevelopers as evidence of their qualifications to undertake the obligations to be imposed under proposed agreements for the purchase or lease of project property for redevelopment or rehabilitation. The information provided for in this form is to be furnished by all redevelopers except the Federal Government and States, municipalities, and other public entities acquiring land for public use.

Submission to HHFA Regional Office

One certified conformed copy or duplicate original of each of the two forms is required to be submitted to the HHFA Regional Office.

Responsibility of LPA To Determine Adequacy and Legality

No assurance is given that the provisions of the suggested forms will supply all of the information needed by the LPA or that such forms will comply with State and local law. If additional information is needed, the LPA is responsible for making adjustments in the forms so that they will comply with such requirements, bearing in mind also the applicable provisions of the Contract for Loan and Grant and the Housing Act of 1949, as amended.

Use of the Forms

This page should be removed before the forms are furnished to prospective redevelopers.

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE[1]

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper:

   b. Address of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

   _____
   (Name of Local Public Agency)

   in _____
   (Name of Urban Renewal or Redevelopment Project Area)

   in the City of _____, State of _____, is described as follows:[2]

[1] If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

[2] Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of _____ _____:

☐ A corporation.

☐ A nonprofit or charitable institution or corporation.

☐ A partnership known as

☐ A business association or a joint venture known as

☐ A Federal, State, or local government or instrumentality thereof.

☐ Other (explain).

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth below as follows:

   a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.[1]

   b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.

   c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

   d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

[1] If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

5. e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

Name and Address	Position Title (if any) and Percent of Interest or Description of Character and Extent of Interest

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper [for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper]:

Name and Address	Description of Character and Extent of Interest

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

[The Redeveloper is to furnish the following information, but *only* if land is to be redeveloped or rehabilitated in whole or in part for *residential* purposes.]

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

   a. Total cost of any residential redevelopment.....$

   b. Cost per dwelling unit of any residential redevelopment .....$

   c. Total cost of any residential rehabilitation .....$

   d. Cost per dwelling unit of any residential rehabilitation .....$

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

Type and Size of Dwelling Unit	Estimated Average Monthly Rental	Estimated Average Sale Price
	$	$

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We)[1] _____
certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.

Dated: _____ Dated: _____

_____ _____
Signature *Signature*

_____ _____
Title *Title*

_____ _____
Address *Address*

[1] If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

[For confidential official use of the Local Public Agency
and the Housing and Home Finance Agency]

1. a. Name of Redeveloper:

   b. Address of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

_____
(Name of Local Public Agency)

in _____
(Name of Urban Renewal or Redevelopment Project Area)

in the City of _____, State of _____,
is described as follows:

Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ Yes ☐ No
If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

a. The financial condition of the Redeveloper, as of _____, 19___, is as reflected in the attached financial statement.
(Note: Attach to this statement a certified financial statement showing the assets and the liabilities, *including contingent liabilities*, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

a. In banks:

Name and Address of Bank	Amount
	$

b. By loans from affiliated or associated corporations or firms:

Name and Address of Source	Amount
	$

c. By sale of readily salable assets:

Description	Market Value	Mortgages or Liens
	$	$

7. Names and addresses of bank references:

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the *Redeveloper's Statement for Public Disclosure* and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years?

☐ Yes ☐ No

If Yes, give date, place, and under what name.

b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ Yes ☐ No

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for a construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ Yes ☐ No
If Yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: $_____.

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

Identification of Contract or Development	Location	Amount $	Date To Be Completed

e. Outstanding construction-contract bids of such contractor or builder:

Awarding Agency	Amount $	Date Opened

11. f. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

12. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ Yes ☐ No

If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ Yes ☐ No

If Yes, explain.

13. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We)[1] _____
certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Dated: _____ Dated: _____

_____ _____
Signature *Signature*

_____ _____
Title *Title*

_____ _____
Address *Address*

[1] If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

GPO 939606

LETTER OF INTENT TO PROCEED

CENTRAL BUSINESS DISTRICT URBAN RENEWAL PROJECT

SOUTH STATION

Parcel(s) ___ ___ ___

Gentlemen:

_____(hereinafter called the "Redevelopers") hereby submit this Letter of Intent in connection with their proposal to develop the above designated portion of the South Station Property, shown on the map attached hereto as Exhibit A.

If selected by the Boston Redevelopment Authority as developer for this parcel, the Redevelopers hereby agree to accomplish the following:

1. We agree to build _____approximately_____ square feet gross floor area substantially in accordance with the Design Proposal for said parcel prepared by_____ dated_____and attached hereto as Exhibit B. We will utilize _____as our architect.

2. We agree to pay a price of $_____per square foot for the approximately_____square feet contained in the aforesaid Parcel(s)_____which price is subject to the concurrence of HHFA.

3. Upon acceptance by the Authority of this Letter of Intent we shall proceed immediately to the preparation of architectural drawings. Within 90 days after acceptance of this Letter of Intent by the Authority, we shall submit to the Authority final preliminary plans and outline specifications prepared by the architect and in conformity with the Urban Renewal Plan and the previously approved Design Proposal. The Authority will review and approve or disapprove such plans and specifications for such conformity and shall promptly notify us of its approval or disapproval in writing setting forth in detail any grounds for disapproval. If no grounds for disapproval are delivered to us within 30 days after submission or any resubmission as herein provided, such plans and specifications shall be deemed approved. In the event of a disapproval, we shall, within 30 days after receiving notice of such disapproval, resubmit the final preliminary plans and outline specifications altered to meet the

grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the proceedures herein above provided for an original submission until final preliminary plans and outline specifications shall be approved by the Authority; provided, however, that we shall submit plans and specifications which meet the requirements of this paragraph and the approval of the Authority within 5 months after acceptance of this Letter of Intent by the Authority.

4. We intend to adhere to the following schedule:

Time Periods

As above	- Submission of final preliminary plans and outline specifications.
30 days	- Execution of Land Disposition Agreement, assuming BRA approval of final preliminary plans.
6 months	- Submission of final working drawings and specifications.
30 days	- Accept conveyance of Parcel(s)_ assuming BRA approval of final working drawings and specifications.
30 days	- Commence Construction

5. Upon acceptance by you of this Letter of Intent, we will promptly deliver to you a good faith deposit in the amount of $50,000 in cash or other form acceptable to the Authority. This deposit shall be retained by the Authority as agreed liquidated damages, the exact amount of damages being difficult to ascertain, if we fail to execute the Land Disposition Agreement in accordance with the terms of this Letter of Intent or if we fail to conform to the terms of this Letter of Intent; or the deposit shall be returned if the Authority is unable to proceed with the disposition. Interest on the deposit, if any, shall be our property, but the Authority shall not be under any obligation to invest or reinvest any deposit.

6. We agree to execute a Land Disposition Agreement substantially in the form of the agreement included in the South Station Developer's Kit.

7. We will cooperate with the staff of the Authority with respect to the architectural elements of the buildings to be constructed, in order that the development may conform fully to the objectives of the Authority as set forth in the South Station Developer's Kit. We understand that the Authority has an interest in seeing that buildings to be constructed are of attractive appearance and sturdy quality, and that our submission of drawings and specifications will be reviewed by the Authority for design values and quality of construction.

8. We shall also cooperate with the selected developers of other portions of the South Station Property to the end that a harmonious development of the entire parcel may result.

If the foregoing meets with your approval, please indicate below and return an executed copy to us, whereupon this Letter shall constitute our selection as developer of Parcel(s)_____ in accordance with the conditions set forth above.

Very truly yours,

By_____

Date:_____

Accepted:

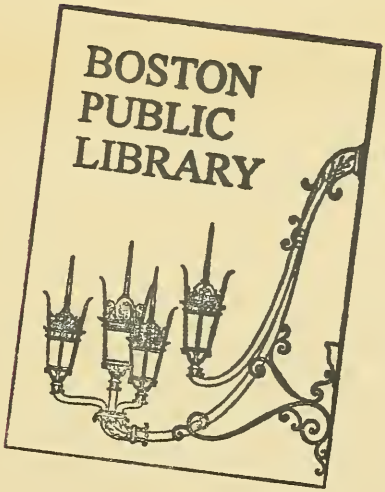
Boston Redevelopment Authority

By_____
Development Administrator

gov. CO-1509

Legal Doc D

GOV DOC
BRA
3050
Legal
Doc. D



BOSTON

REDEVELOPMENT

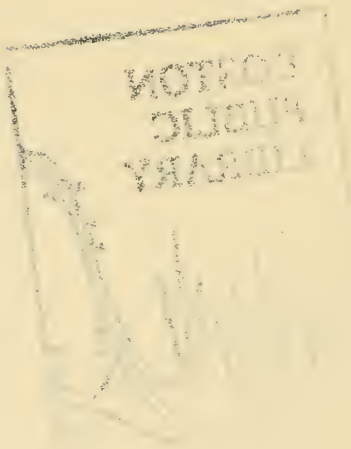
AUTHORITY

LAND

DISPOSITION

AGREEMENT

For Commercial Or Industrial Use



BOSTON REDEVELOPMENT AUTHORITY

LAND DISPOSITION AGREEMENT

For Commercial or Industrial Use

THIS AGREEMENT, made and entered into the ..... day of .....,

ERRATUM

Page 9, Section 303 (c) should be changed to read as follows:

"The Redeveloper shall submit a detailed estimated progress schedule at the time Construction is begun, in a format generally used in the construction of buildings. This schedule shall be resubmitted each month until the construction of the improvements has been completed, with actual progress shown. This monthly submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of the Plan, such work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it."

(d) The "Property" refers to Parcel .. of the .....
Urban Renewal Project Area, and shall mean that property shown on the Plan attached hereto as Exhibit A, together with the fee to the centerline of all abutting streets, proposed or existing, as shown on said Plan.

(e) "Plan" shall mean the ..... Urban Renewal Plan adopted by the Authority on ....., approved by the City Council on ....., as it may be amended in accordance with the provisions

DISCARD

BOSTON REDEVELOPMENT AUTHORITY

LAND DISPOSITION AGREEMENT

For Commercial or Industrial Use

THIS AGREEMENT, made and entered into the ..... day of ....., 196 , by and between BOSTON REDEVELOPMENT AUTHORITY, and

.....

WHEREAS the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts.

(b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ, of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party of this Agreement or by operation of law or otherwise.

(c) "Redeveloper" shall mean ..... a corporation formed and existing pursuant to the laws of the State of ....., and having a place of business in ..... and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise.

(d) The "Property" refers to Parcel .. of the ..... Urban Renewal Project Area, and shall mean that property shown on the Plan attached hereto as Exhibit A, together with the fee to the centerline of all abutting streets, proposed or existing, as shown on said Plan.

(e) "Plan" shall mean the ..... Urban Renewal Plan adopted by the Authority on ....., approved by the City Council on ....., as it may be amended in accordance with the provisions

therein contained, which Plan as amended to the date hereof is on file in the office of the Authority and in the office of the Clerk of the City, and a copy of which, as amended to the date hereof, has been marked Exhibit B and delivered to the Redeveloper, and is made a part hereof. The "Term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the Boston City Council.

(f) "Design Proposal" shall mean the drawings, sketches and plans submitted to the Authority, showing the general plan, elevations, dimensions and character of the improvements to be erected on the Property by the Redeveloper, including the type, amount, distribution and area of the various uses on the Property, which Design Proposal was submitted to and approved by the Authority on ..... and is on file at the office of the Authority.

(g) "Architect" shall mean the firm of .... acting pursuant to a contract for architectural services with respect to the improvements to be erected on the Property, a copy of which contract has been deposited with the Authority, which firm or contract shall not be changed without the prior written consent of the Authority.

(h) "Parcel" shall mean a portion of the Property which is conveyed or to be conveyed by means of a separate deed, or upon which a separate improvement is to be constructed.

(i) "HHFA" shall mean the Administrator of the Housing and Home Finance Agency of the U. S., or any officer duly authorized to act in his behalf.

(j) "Final Preliminary Plans and Outline Specifications" shall mean the site plans, floor plans, elevations and sections, outline specifications, samples of materials, and models, submitted to the Authority, developed to show the detailed architectural character of the improvements to be erected on the property and their relationship to the approved Design Proposal, which Final Preliminary Plans and Outline Specifications were approved by the Authority on ....., and are on file at the office of the Authority.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority agrees to sell and the Redeveloper agrees to purchase the Property.

Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of the Property, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks and walls and foundations below the surface, and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner,

and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

All expenses (including current taxes, if any) relating to buildings or structures demolished or to be demolished shall be borne by and any income or salvage received from such buildings or structures shall belong to the Authority.

(b) The Authority agrees that it shall, without expense to the Redeveloper or public assessment against the Property, provide or cause to be provided the street improvements called for in the Plan, in such manner as to reasonably integrate the completion of such street improvements with the completion of improvements to be built on the Property by the Redeveloper and the public utility adjustments called for in the Plan in a timely manner so as not to impede the construction of the improvements on the Property.

(c) The Redeveloper hereby waives any and all claims to awards of damages, if any, to compensate for the closing, laying out, or change of grade of any street within or fronting or abutting on the Property which pursuant to the Plan is to be closed, laid out, or changed in grade.

Section 203: Deposit

The Authority hereby acknowledges the receipt of ..... Dollars ($.....) in cash, certified bank check drawn to the order of the Authority, savings bank books, Irrevocable Letter of Credit, or negotiable notes, properly endorsed and fully guaranteed as to principal by the United States of America, or by a State or political subdivision thereof, deposited by the Redeveloper with the Authority. The sum deposited, which shall be segregated from all other funds of the Authority, shall constitute a good faith deposit made by the Redeveloper for the performance of its obligation hereunder, and shall be disposed of in accordance with provisions hereinafter contained. Any interest earned on the deposit shall be the property of the Redeveloper and shall be paid by the Authority to the Redeveloper as and when received; provided, however, that nothing herein contained shall require the Authority to earn any interest on the deposit.

Section 204: Purchase Price and Payment Thereof

(a) The total purchase price for the Property shall be ..... dollars per square foot subject to HHFA concurrence. Upon delivery of the deed to and possession of the Property to the Redeveloper, the Redeveloper shall pay to the Authority an amount equal to the number of square feet in the Property (exclusive of the area contained in the fee to the centerline of any abutting streets) multiplied by $.....

(b) The Payment shall be in cash or certified check drawn to the order of the Authority.

Section 205: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper, shall take place on ..... 19 at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, that the sale and conveyance and delivery of possession of the Property to the Redeveloper may take place at an earlier or later date upon written agreement of the parties hereto.

Section 206: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title free and clear of all liens and encumbrances but subject to and with the benefit of all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof, and subject to the following easements, restrictions, and encumbrances:

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the costs of any Federal or State documentary tax stamps which may be required, and all recording fees, including the cost of recording this Agreement.

Section 208: Adjustments

With respect to any tax period during which the Authority and the Redeveloper both had title to and possession of the Property, taxes allocable to the Property for such period shall be prorated between the Authority and the Redeveloper in proportion to the respective periods of ownership of title and possession by (1) the Authority and its predecessors in title on the one hand, and (2) the Redeveloper on the other hand; provided, in no event shall the Redeveloper be liable for any taxes levied on any improvements located on the Property on any assessment date prior to the transfer to the Redeveloper of title to and possession of the Property.

In the event the Property is exempt from taxation on the assessment date next preceding the transfer of title and possession by virtue of title being vested in the Authority or other tax exempt entity, the Redeveloper shall pay to the Authority, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City of Boston if the Property had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession, such amount to be paid by the Authority to the City upon receipt from the Redeveloper; provided, in no event shall the Redeveloper be liable for any taxes or payment in lieu of taxes for any improvements located on the Property on any assessment date prior to the transfer to the Redeveloper of title to and possession of the Property.

Any payment owed by the Redeveloper under this Section shall be due and payable to the Authority at the time of closing set forth in Section 205 hereof.

Section 209: Application of Redeveloper's Deposit

(a) Upon the sale and conveyance and delivery of possession of the Property as set forth in Section 205 hereof, the deposit made by the Redeveloper with the Authority in accordance with Section 203 hereof shall be returned to the Redeveloper; provided that the Redeveloper shall have first delivered to the Authority the contract and bond referred to in subsections (b) and (c) of Section 210 hereof, as well as certified copies of mortgage loan commitments adequate to finance construction of the improvements.

Section 210: Conditions precedent to Conveyance

The Authority shall not be obligated to make conveyance of the Property, unless and until the following events have all occurred:

(a) Working drawings and specifications for the Property have been submitted by the Redeveloper and approved by the Authority as provided in Section 302 hereof;

(b) The Redeveloper and a responsible contracting firm have entered into a contract, satisfactory in form to the Authority, for the construction of the improvements on the Property, and a copy of this contract has been deposited with the Authority, which firm shall not be changed without the prior written consent of the Authority.

(c) The Redeveloper has furnished the Authority with a performance and payment surety bond satisfactory in form to the Authority with the construction contractor as principal and the Redeveloper, the holder of any mortgage referred to in Section 402 hereof, and the Authority as beneficiaries, as their respective interests may appear. The penal amount of this bond shall not be less than 10% of the amount of the aforesaid construction contract.

(d) The Redeveloper has furnished evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the improvements in accordance with said approved working drawings and specifications and the construction contract.

Section 211: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, the Authority shall use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, and the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period or periods as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the

election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property (if then cleared) and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, then, (1) the deposit, together with any interest earned thereon (but only if the deposit has not been retained by the Authority pursuant to Sections 801 or 802 herein) shall be refunded: (2) all other obligations of the parties hereto shall cease; and (3) this Agreement shall be void and without recourse to the parties hereto. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to the Property except such as are, by the express terms hereof, to be performed after the delivery of the deed.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

(1) to devote the Property to the uses specified in the Plan, and to comply with the requirements therein specified: not to use or devote the Property or any part thereof for any use other than the said permitted uses or contrary to any of the applicable limitations or requirements of the Plan.

(2) to give preference in the leasing of space in the building(s) to be constructed on the Property to former commercial occupants of the ..... Urban Renewal Area, to the maximum extent practicable.

(3) not to discriminate upon the basis of race, creed, color or national origin in the sale, lease, or rental, or in the use or occupancy of the Property, or any improvements erected or to be erected thereon, or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1), and (2), and (3) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenant in subdivision (3) and the covenant to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b), and all rights and obligations under said covenant, shall terminate upon the expiration of one hundred (100) years from the date of the

deed of the Property from the Authority to the Redeveloper.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a .... building(s) to contain approximately ..... square feet of gross floor area, to be built in accordance with the Design Proposal, the Final Preliminary Plans and Outline Specifications, and the applicable standards and controls of the Plan.

Within ..... months after execution of this Agreement, the Redeveloper shall submit to the Authority working drawings and specifications prepared by the Architect and in accordance with the previously approved final preliminary plans and outline specifications, the Plan and this Agreement.

The Authority shall review the working drawings and specifications for conformity with the final preliminary plans and outline specifications, the Plan and this Agreement, and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within ten (10) days after the submission of the working drawings and specifications, or any resubmission thereof as hereinafter provided, such drawings and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within ten (10) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the working drawings and specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure he hereinabove provided for an original submission, until working drawings and specifications shall be approved by the Authority; provided, however, that the Redeveloper shall submit working drawings and specifications which meet the requirements of this subsection and the approval of the Authority within ..... months after approval of the final preliminary plans and outline specifications.

As promptly as possible after the working drawings and specifications are approved or deemed approved by the Authority and in any event no later than 20 days prior to the date set forth in Section 205 hereof, the Redeveloper shall submit to the Authority for review and approval by the Authority evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improvements in accordance with said approved drawings and specifications.

(b) The Redeveloper shall not apply for a building permit for the construction of the improvements to be erected on the Property without the prior certification of the Authority that the improvements to be constructed or completed are in accordance with the working drawings and specifications approved by the Authority in accordance with the provisions of this Agreement. No improvements shall be constructed which are not shown on the approved working drawings, nor shall any work be done on the construction of the improvements if such work deviates from the approved working drawings and

specifications in any of the following respects:
(1) if the external appearance of the building (including roof and penthouse) is affected in any way; (2) if there are significant changes in materials or design of the interiors; (3) if there are any changes in materials, design, dimensions, or color in the public lobbies, entrances, arcades or open spaces; except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority. In the event that Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements erected or being erected on the Property as so deviate from the approved working drawings and specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with construction of such portion of the improvements as are the subject of such a directive until such directive is complied with. Any delays in completion of the improvements resulting from such modification or reconstruction shall not be a ground for the extension of the time limits of construction on the Property as provided for in Section 303 of this Agreement.

(c) In submitting plans and specifications to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Plan, and the Authority shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

(d) Construction of the improvements hereunder shall be in conformity with all applicable State and local laws and regulations.

(e) The Redeveloper agrees to provide as part of the construction of improvements required pursuant to this Agreement, works of art satisfactory to the Authority, and agrees to expend for such works a sum not less than 1% of the total amount to be expended by the Redeveloper for such construction of improvements. The arts as used herein shall be deemed to include ornaments, arrangements, or effects created through the use of sculpture, bas-reliefs, mosaics, frescos, murals, prints, tapestries, paintings, and fountains which are sculptural in themselves or designed to enhance the setting of sculpture. The Redeveloper agrees to include in the final plans and specifications submitted to the Authority a general program for employment of art in the development to support and enhance the architectural and site design proposals.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the improvements in accordance with the approved working drawings and specifications within fifteen (15) days after delivery of the deed to and possession of the Property.

(b) The Redeveloper shall diligently prosecute to completion the construction of the improvements and shall complete such construction not later than ..... ( ) months after the commencement thereof.

(c) Until the construction of the improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every month as to the actual progress of the Redeveloper with respect to such construction. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of the Plan, such work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(e) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on the Property shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the mortgagee shall elect to complete as permitted in Section 403, in which case the extension provisions of that Section shall apply.

(f) It is the general policy of the Authority that all new buildings constructed in Urban Renewal Project Areas shall be so designed as to accommodate the physically handicapped. In furtherance of thispolicy, plans and specifications shall include provisions conforming insofar as possible with the American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped, attached hereto and made a part hereof as Exhibit E. The Authority shall take into consideration the provisions and objectives of said Exhibit E in its review of and action upon plans and specifications submitted to it pursuant to this Agreement.

Section 304: When Improvements Completed

When the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy, the Authority shall issue to the Redeveloper a Certificate of Completion which shall be in recordable form and shall be conclusive evidence of the fact that the improvements have been completed.

If the Authority shall refuse or fail to issue such a Certificate in accordance with the provisions of this Section, the Authority shall within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respect the Redeveloper has failed to complete the improvements in accordance with the provisions of this Section, or is otherwise in default, and what measures or actions will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such a Certificate.

When the Property has been, with the approval of the Authority, divided into 2 or more separate parcels for the purpose of constructing thereon separate improvements, the Authority may, upon completion of the improvements relating to any such parcel, issue a Certificate of completion

with respect to such separate parcels.

Section 305: Prompt Payment of Obligations

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development, construction, furnishing, repair or reconstruction of any of the improvements required by this Agreement to be constructed upon the Property.

Section 306: Non-Discrimination in Employment

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representative of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Authority" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

(a) Prior to the completion of the construction of the improvements on the Property in accordance with Section 304 of this Agreement, no party owning ten (10%) per cent or more of the stock of the Redeveloper (which term shall be deemed to include successors in interest of such stock) shall make any transfer, or cause or suffer any transfer (except an involuntary transfer caused by the death or incapacity of any such party) to be made of any such stock or any interest therein without the written approval of the Authority; nor without such approval, shall there be any other similarly significant change in the ownership of such stock or in the relative distribution thereof or in the control of the Redeveloper or degree thereof, by any other methods or means such as increased capitalization, merger, corporate or other amendments, the

issuance of additional or new stock or otherwise, whether done by the Redeveloper or any owner of stock. The Redeveloper and its authorized representatives represent that they have the authority of all of its existing stockholders to agree to this provision in their behalf. Until completion of the improvements the Redeveloper shall advise the Authority of any changes in stock ownership, and shall annually furnish the Authority with an up-to-date list of stockholders setting forth the amounts of stock owned by each stockholder.

(b) The Redeveloper agrees that it will not, prior to the completion of the construction of the improvements on the Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than a contract or agreement to be performed subsequent to such completion, except as provided in subsection (c) of this Section 401 and Section 402.

(c) Notwithstanding the provisions of subsection (b) of this Section 401, an assignment or transfer of the Redeveloper's interest in the Property or any portion thereof or in this Agreement may be made prior to the completion of the construction of the improvements, upon compliance with the following:

(1) The transferee or transferees shall have been approved as such in writing by the Authority.

(2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper to begin and complete the building of the improvements and all obligations of the Redeveloper provided for in this Agreement including the obligations of performance in accordance with the Plan, provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the improvements that the Authority would have, had there been no such transfer or change. Therefore, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval thereof by the Authority shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the improvements, from any of its obligations with respect thereto.

(3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.

(4) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer.

(5) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law and the Plan.

Section 402: Mortgage of Property by the Redeveloper

Notwithstanding any other provisions of this Agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and stockholders of the Redeveloper shall have at all times the right to encumber their stock, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, furnishing, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on the Property by the Plan and this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; provided, however, that the Redeveloper or its stockholders, as the case may be, shall give prior written notice to the Authority of its or their intent to exercise such rights hereunder.

The holder of any such mortgage (including a holder who obtains title to the Property or portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder, or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this agreement to construct or complete the improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

Section 403: Rights and Duties of Mortgagee upon Acquisition Prior to Completion

(a) If a mortgagee, through the operation of its contract to finance the improvements required by this Agreement to be constructed by the Redeveloper on the Property, or by foreclosure, acquires fee simple title to the Property or any Parcel thereof prior to the completion of such improvements, the mortgagee shall, at its option:

(1) complete construction of such improvements in accordance with the approved working drawings and specifications, the Plan and this Agreement and in all respects comply with the provisions of this Agreement; or

(2) sell, assign or transfer, with the prior written consent of the Authority, fee simple title to the Property or Parcel to a purchaser,

assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect to the Property or Parcel, by written instrument satisfactory to the Authority and recorded forthwith in the Suffolk County Registry of Deeds; or

(3) reconvey fee simple title to the Property to the Authority, in which event the provisions of Section 802 relative to resale shall apply.

(b) In the event that a mortgagee elects to complete construction pursuant to (a) (1) above, or sells, assigns or transfers pursuant to (a)(2) above, the Authority shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the improvements, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion pursuant to Section 304 hereof.

ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the improvements constructed on the Property in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Section 502: Additions or Subtractions to Completed Improvements

After the improvements required by the Plan and this Agreement to be constructed by the Redeveloper on the Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, without the prior written approval of the Authority, if: (a) the external appearance of the building (including roof and penthouse) or Property is affected in any way; or (b) there are any changes in materials, design, dimensions or color in the public lobbies, entrances, arcades or open spaces. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after its discovery thereof direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

ARTICLE VI

INDEMNIFICATION

Section 601: Reimbursement of Authority in Respect of Certain Litigation

To the extent the Authority prevails in any proceedings brought by it to enforce compliance with the provisions of this Agreement, the Redeveloper shall pay all reasonable costs and expenses which may be incurred by the Authority, and the amounts of all judgments and decrees. However, the holder of any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper, whether or not such holder shall subsequently acquire title to the Property.

ARTICLE VII

INSURANCE

Section 701: Insurance Coverage

(a) The Redeveloper shall, until the expiration of the term of the Plan, keep all of the insurable property and equipment in respect of the Property insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property and equipment in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee, and, subject to the rights of the mortgagee, the Authority, as their respective interests may appear.

(b) Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(c) Certificates of such policies and renewals shall be filed with the Authority.

Section 702: Non-Cancellation Clause

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until

after at least ten (10) days' prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time.

Section 703: Authority May Procure Insurance if Redeveloper Fails to Do So

In the event the Redeveloper at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority; with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it.

Section 704: Redeveloper's Obligations With Respect to Restoration and Reconstruction

(a) Whenever any improvement, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such improvement, shall be deposited in a separate account of the Redeveloper or of any mortgagee.

(b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any mortgagee of record permitted hereunder.

(c) The Redeveloper, with the written approval of the Authority and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

Section 705: Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Plan,

within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper or any Mortgagee (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with dispatch prosecute such reconstruction or repair to completion, such reconstruction or repair in any event to be completed within twenty-four (24) months after the start thereof.

ARTICLE VIII

RIGHTS, REMEDIES AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

Section 801: Failure or Refusal by Redeveloper to Purchase Fee Simple Title and Possession

(a) In the event that the Redeveloper shall fail or refuse to submit working drawings and specifications satisfactory to the Authority as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence satisfactory to the Authority that it has the necessary equity capital and commitments for mortgage financing as provided in Section 302, or shall (other than as provided in Section 211 of this Agreement) fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the Authority pursuant to this Agreement, the Authority shall have the right to retain the deposit held by it pursuant to Section 203 as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the Authority on the part of the Redeveloper; and the Authority may, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit.

Section 802: Consequences of Breach by Redeveloper with Respect to Commencement and Completion of Construction, Failure to Pay Taxes or Discharge Encumbrances, or Unauthorized Transfers of Interest.

In the event that, prior to completion of the improvements:

(1) The Redeveloper shall fail to perform its obligations under this Agreement with respect to commencement, diligent prosecution, or completion of construction of improvements;

(2) The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien authorized by this Agreement; or

(3) There is in violation of this Agreement any transfer of the Property or any part thereof, or any change in the ownership or distribution

of the stock in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof;

the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the 90-day period (or within such extended period of time as may be established by the Authority acting solely in its discretion) and if the holders of record of building loan agreements and/or first mortgages in replacement thereof do not exercise their rights to cure such violation or failure (as provided in Section 804 hereof), or if this contract is cancelled, terminated or suspended pursuant to Section 307 hereof the Redeveloper shall promptly transfer possession of, and reconvey, the Property together with all of the improvements thereon, to the Authority without cost to the Authority, by quitclaim deed, provided that such reconveyance (1) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (2) shall not include any parcels with respect to which a Certificate of Completion has been issued pursuant to Section 304. In the event of such failure to cure, the Authority shall also have the right to retain as its own the deposit then held by it without any deduction offset or recoupment whatsoever, and the Authority may also enforce its rights under the surety bond referred to in Section 210. In the event that the Redeveloper shall fail so to reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event of a failure to cure under this Section, or if the contract is cancelled, terminated or suspended pursuant to Section 307, the Authority shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of such failure to cure, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interest, in the Property and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in the Property, shall revert to the Authority; provided, that such condition subsequent and any revesting of title as a result thereof in the Authority: (1) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages, and (2) shall not apply to Parcels of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

In the event that the Redeveloper or a mortgagee reconveys to the Authority, pursuant to this Section 802 or Section 403, or in the event the Authority shall re-enter pursuant to this Section 802, the Authority shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the improvements thereon, subject to all of the

provisions of the Plan; and the proceeds of such resale, together with the net income, if any, derived by the Authority from its operation and management of the Property subsequent to such reconveyance shall be used:

First: to reimburse the Authority for all costs and expenses reasonably and proximately incurred by the Authority, including the salaries of Authority personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

Next: to reimburse the Authority for expenditures made or obligations incurred with respect to the making or completion of improvements on the Property for which it has not otherwise been reimbursed;

Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the Authority, an amount equal to such taxes as would have been payable if the Property were not so exempt);

Finally: in the event that the Redeveloper reconveys or the Authority re-enters pursuant to this Section 802:

(a) In their respective order of priority to pay any and all mortgage indebtedness and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Property.

(b) To pay or reimburse the Authority for any amounts otherwise owing to the Authority from the Redeveloper; and

(c) If there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property (but not including the deposit referred to in Section 203 hereof), less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property, and any income realized by the Redeveloper from its use of the Property.

Any balance remaining shall remain the property of the Authority.

or

Finally: in the event that a mortgagee reconveys to the Authority pursuant to Section 403:

(a) To make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Property, and

(b) to pay to the mortgagee the full amount (to the extent the balance of proceeds permits) of the mortgage indebtedness which would then have been due and owing if the mortgage (and the indebtedness secured thereby) had continued in full force and effect, together with all and whatever costs and expenses previously incurred by the mortgagee for which, under accepted principles of law and under the terms of the mortgage and the mortgage note, the mortgagee would be properly entitled to be reimbursed out of the proceeds of a foreclosure sale if a third person had been the purchaser thereat, less any income realized by the mortgagee from its use of the Property.

Any balance remaining shall remain the property of the Authority.

Section 803: Notice of Breaches to Mortgagees

In the event that the Authority, pursuant to Section 802 of this Agreement gives written notice to the Redeveloper of a failure to commence or complete construction, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Property permitted under this Agreement. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Authority provided with an up-to-date list of names and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations. Any such mortgagee or holder may notify the Authority of its address and request that the provisions of Section 910 as they relate to notices apply to it. The Authority agrees to comply with any such request.

Section 804: Mortgagee May Cure Breach of Redeveloper

In the event that the Redeveloper received notice from the Authority of a failure to commence or complete construction, pursuant to Section 802 of this Agreement and such breach is not cured by the Redeveloper before the expiration of the ninety (90) day period provided for in Section 802, the holders of record of construction loan agreements and/or mortgages in replacement thereof may cure any such failure and complete the construction then in progress in accordance with the working drawings and specifications, the Plan and this Agreement upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the ninety (90) day period, or within sixty (60) days after such holder receives such notice of failure, whichever period is longer.

Section 805: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided however that the remedies prescribed in Sections 801 or 802 for the defaults therein described shall be exclusive.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the

exercise, at the same or different times of any other such rights or remedies, provided however that the remedies prescribed in Sections 801 and 802 for the defaults therein described shall be exclusive.

Section 902: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Where the consent or approval of the Authority is required hereunder, such consent or approval shall not be unreasonably withheld.

Section 903: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 904: Covenants to be Enforceable by Authority and United States

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority (and the United States in the case of the covenant provided in Section 301 (a) (4) hereof) against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the covenant provided in Section 301 (a) (4) hereof, both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301 (a) (4) hereof)and those holding title to an interest in the Property and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 905: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 906: Authority's Members and Officers Barred From Interest

(a) No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or to its successor or on any obligations under the terms of this Agreement.

(b) After the date hereinabove first written, the Redeveloper will not, without a prior finding by the Authority that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the Authority to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Property prior to the completion of the improvements thereon in accordance with this Agreement and the Plan.

(c) The Redeveloper covenants that he has not employed or retained any company or person (other than a full-time bona fide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 910: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid, to the principal office of the party to whom it is directed, which are as follows:

Redeveloper ...

Authority ... City Hall Annex, Boston, Massachusetts

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to mortgagees and holders of construction loan agreements shall be sent registered or certified mail prepaid to the last known address of the party concerned.

Section 911: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 914: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the Authority except to the extent stated in the deed.

Section 915: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for Redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extension hereunder.

IN WITNESS WHEREOF, on the ..... day of ..... at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officer or agent, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:

By.....
Title

.....

.....

.....

By.....
Title

.....

.....

Approved as to form:

.....
John C. Conley
General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Date 19

Then personally appeared before me the above-named.....
.....
who executed the foregoing Instrument on behalf of Boston Redevelopment Authority and acknowledge the same to be the free act and deed of said Authority.

.....
Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Date 19

Then personally appeared before me the above-named .....
.....
who executed the foregoing Instrument on behalf of .....
and acknowledge the same to be the free act and deed of said Corporation.

.....
Notary Public
My commission expires

Appendix A

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URBAN RENEWAL PROJECT DESIGN

Overall three-dimensional design plans for particular neighborhoods or districts are prepared in cooperation with neighborhood or business groups, to be carried out in specific urban renewal programs. There is first established a framework: the public decisions that determine the basic program for the renewal area, a program of basic land uses and basic characteristics of the area to be redeveloped. There may be certain givens that must be recognized such as major utility lines, major highways, and specific structures to be preserved for historic reasons. The design concept for the project area grows from this framework. There are eight major renewal projects for which plans are underway or completed.

In addition, the Boston Redevelopment Authority planning and design staffs and other professional planning groups work cooperatively on project plans for certain areas where private interests are able to plan for themselves. Two large projects of this type underway are being prepared with the Greater Boston Chamber of Commerce's Waterfront Redevelopment Division, and the Committee for the Central Business District, Inc. Also, the Tufts-New England Medical Center planning office participates in the preliminary planning for its portion of the South Cove project.

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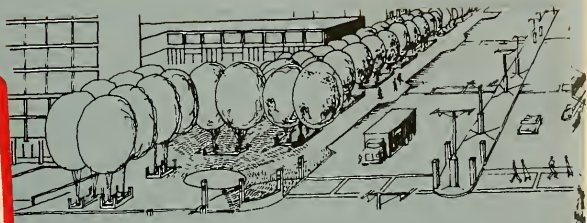

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DESIGN EXECUTION

The framework of design in the Master Plan, urban renewal project design, and good architectural standards are not in themselves enough to assure good design in the actual reconstruction of Boston. The Boston Redevelopment Authority's design activities also include *design review* of new Development, and *design for the rehabilitation process.*

Design review involves the Boston Redevelopment Authority administrative and design personnel in encouraging the selection of talented architects by developers, specification of design criteria for the developer's program, assistance to the developer and his architect in preparation of their proposals and securing necessary official approvals, advising the Board of the Boston Redevelopment Authority on design qualifications of the developer's proposal, and surveillance to assure that the designs agreed upon are actually carried out in construction. The Boston Redevelopment Authority Design Advisory Committee and special expert design panels are relied upon for independent and objective advice in making the design judgements involved in the design review process.

During the past year Vincent Kling and Harry Weese came to Boston to review a submission for a large commercial office building; Oskar Stonorov and Chloethiel Smith acted as review panelists on several moderate-income relocation housing units; and Morris Ketchum and Dan Kiley reviewed proposals for a large neighborhood shopping center.

Execution of good design in urban renewal is also carried out in *rehabilitation* of homes in Boston's neighborhoods. Teams of qualified architects and engineers work in the field to give advice to homeowners on how they can meet rehabilitation standards. Individual home improvement design programs are provided to any homeowner requesting help. Prototype rehabilitation construction is also done where there is an opportunity to stimulate homeowners to actively participate in neighborhood rehabilitation.

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DESIGN STANDARDS

Areas where design standards are of greatest concern to the Boston Redevelopment Authority and other public agencies are low-cost housing, schools, recreational open spaces, and streets.

Here the Boston Redevelopment Authority designers and consultant architects engage in prototypes design studies to prove that good design can be done economically. Through these, new standards and potentials for public and private architecture are defined, both as a platform for quality and as a challenge to the public and private developers to improve on them.

Commissioner Slayton has warned us, "Those who would insist that we build only that which has been market tested would put us into the position of continuing the present environment and not offering the urban inhabitant any alternative to what he now has."

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DESIGN IN MASTER PLANNING

The Boston Redevelopment Authority emphasizes better civic design in the overall master plan of Boston, because it is at the comprehensive level of work that we are able to see and imaginatively conceive of entirely new potential forms appropriate to our own exciting place in history. If we don't do this, we would be unworthy to succeed the Bostonians who filled the salt marshes and erected Back Bay and South End.

Master planning embraces the whole city and region, and tends to the longer range development actions, while establishing major design choices for large and small scale, long and short term actions. Master planning done in this framework contains the seeds of its own effectuation by a close integration with specific action programs in urban renewal and the City's Capital Improvement Program.

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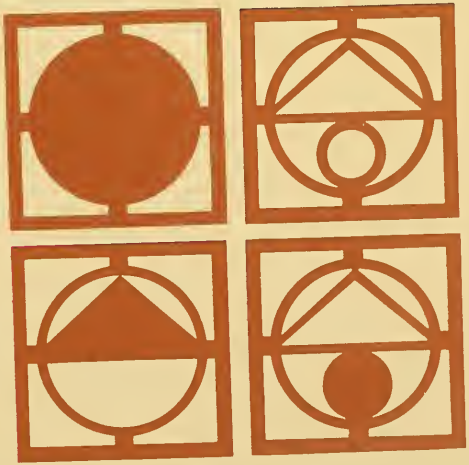
DESIGN AND URBAN RENEWAL



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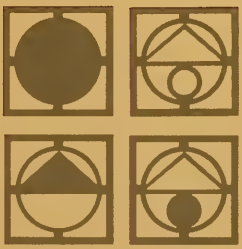

"We are not mere purveyors of real estate. We are builders of cities. And we must bend every effort to make sure that what we build will become an esthetic as well as functional asset to our cities. There is one area where all of us can place greater emphasis. This is design — by design I mean urban design, urban planning, and good architecture."

Thus decisively Urban Renewal Commissioner William L. Slayton has charged us to attend to the quality of what we produce.

The first step in urban renewal is to prepare project plans which create outstanding design opportunities. Government Center is a leading illustration. With the help of outstanding consultants, an expert Boston Redevelopment Authority design staff, and an internationally known group of architects, we are creating what I believe will be the oustanding architectural complex in the United States. Good urban design is a strong element in all our project planning, beginning with the planning process and extending through to discussions with the architects who will actually do the work.

We have been able to recruit a very talented group of urban designers with architectural training and experience, who work on all projects — not just glamor spots like Government Center, the Waterfront and Downtown. They are our best guarantee that our hopes and aspirations can be attained.

Good design need not be confined to big buildings. We believe that the thousands of privately built relocation housing units can also add to the appearance of our city. And since rehabilitation is a major theme of our program, we intend not only to conserve our supply of modest-priced housing, but also preserve, through good rehab design the character and flavor of our past.

We are conscious of our responsibility to see that a new Boston, where the strengths of the old and new blend happily, will be a more beautiful place in which to live and work. Boston's architects share with us this determination to do well the things that must be done. I am confident that each of you shares this goal, and I look forward to working with you to achieve it.

Edward J. Logue, *Development Administrator, Boston Redevelopment Authority*

Now the pace of urban development and redevelopment quickens, and it is appropriate to ask whether the remarkable political, economic and social resurgence of the new Boston will be able also to achieve a higher quality of civic design and architecture than has thus far been seen in Boston and elsewhere in the redevelopment of American cities. Will all this effort succeed in removing blight, producing new housing, stimulating rehabilitation of private homes, providing new commercial and industrial development and improving Boston's tax base — and *also improve the record of design achievements?* Will the great potential for a lasting and well-designed Boston offered by our vast renewal program be realized?

David A. Crane, *Deputy Planning Administrator*
From a roundtable discussion at Boston College's Design in the Decade of Development seminar.

UNIQUE FEATURES OF DESIGNING FOR THE BOSTON DEVELOPMENT PROGRAM

The comprehensive scope of the Boston Development Program provides many opportunities for renewal action, from the boldest 20th century reconstruction to rehabilitation at an intimate scale, and deals with all the functions of a modern city: governmental headquarters, residential neighborhoods, shopping centers, schools, highways, streets, recreational facilities.

Design activities are not seen as separate from the hard tasks and facts of urban renewal — the urban designers and architects, some 18 in all, work side by side with planners, surveyors, lawyers, and other urban renewal specialists. There are four different levels at which the design process is at work:

MASTER PLANNING

URBAN RENEWAL PROJECT DESIGN

DESIGN EXECUTION

DESIGN STANDARDS

DESIGN RELATIONS TO THE ARCHITECTURAL COMMUNITY

In modern times the international supremacy of Harvard and MIT as centers of architectural and city planning thought has encouraged many famous modern designers to live and open offices in the Boston area. Several of these distinguished men have accepted a large measure of civic responsibility by serving as members of the Boston Redevelopment Authority's Design Advisory Committee. This committee, headed by Hugh A. Stubbins, has been invaluable in its close work with the Boston Redevelopment Authority staff on the organization of design activities and reviewing the design work of the staff and of private architects in specific developments. The other members of this committee are Pietro Belluschi, Jose Luis Sert, Lawrence Anderson and Nelson Aldrich.

An enthusiastic Committee on Civic Design of the local chapter of the American Institute of Architects, headed by Robert Sturgis, is dedicated to stimulating the community's interest in a better designed city. To this end, sub-committees have been formed to:

a) *study principles of urban architecture*
b) *present the committee's plan for Boston*
c) *propose a design for Copley Square*
d) *propose a design for Park Square*
e) *assist community groups in neighborhood design*

The Boston Redevelopment Authority has a continuing interest in working with this committee, and hopes that the cooperation between the Boston Redevelopment Authority and the architects of greater Boston will increase.

Late in 1962, Boston College and the Boston Redevelopment Authority cooperated in the production of the "Design in the Decade of Development" seminar, at which Roger Montgomery spoke in behalf of the Urban Renewal Administration, Douglas Haskell the architectural press, Hugh Stubbins the local architectural community, and Edward J. Logue the local public agency. Leaders of the business community sat down to a roundtable confrontation with the speakers in an attempt to find a basis for community understanding, and a program of action for a better designed city. Among various public reactions to this seminar, the Boston architectural community responded to a call for volunteer help with the design aspects of the vast neighborhood rehabilitation programs.

Around us we begin to see evidence that more thought is being given to design. We are beginning to realize that what we build will last for a long, long time. We know we must build it well, and create in the process both beauty and function.

"A civilization begins to manifest itself when men and women have begun to take thought about what it is they construct, and why, and to what end. It begins to be a living whole when the idea of beauty has found its place alongside the pressure of utility and the spur of need."

August Heckscher, *speaking on "The Challenge of Ugliness,"*

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HOUSING AND HOME FINANCE AGENCY
URBAN RENEWAL ADMINISTRATION
WASHINGTON 25, D.C.

Appendix B

August 20, 1962

LOCAL PUBLIC AGENCY LETTER NO. 249

SUBJECT: Design in Urban Renewal

The attached statement, Design in Urban Renewal, sets forth the URA position that high-quality design is a basic objective of the urban renewal program, and outlines the actions which LPA's can take to achieve quality design in urban renewal areas.

We intend to provide further guidance for achieving this essential objective through the issuance of pertinent publications which will expand on ways and means by which LPA's can implement the actions set forth in this statement.

This statement indicates, as one type of action in achieving the objective of high-quality design, that provisions for LPA review and approval of redevelopers' proposals from a design viewpoint, and any design objectives to be used as criteria for this review, may be incorporated either in the Urban Renewal Plan or in supplementary documents prepared later as part of the disposition process. In the event of this latter alternative, the provisions and criteria for LPA review and approval of redeveloper's proposals from a design viewpoint shall be included in the proposed forms of disposition agreements submitted for HHFA concurrence and must be consistent with the controls in the Urban Renewal Plan. In addition, fair value of land for purposes of disposition must be determined solely on the basis of controls in the Plan, and the appraisers must be instructed to disregard any design objectives or criteria not contained in the Plan.

I personally urge that each LPA seize every opportunity to encourage high-quality design in urban renewal. We now have the means for achieving this objective on an unprecedented scale, and the quality of our design will be reflected in renewed urban areas for many years to come.

(Sgd.) William L. Slayton

William L. Slayton
Urban Renewal Commissioner

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August 20, 1962

DESIGN IN URBAN RENEWAL

PURPOSE OF DESIGN IN URBAN RENEWAL

Urban renewal provides an unprecedented opportunity to rebuild major parts of our cities. Well-designed, these can become great assets--functionally and esthetically. But if these areas are poorly designed, rebuilt in uninteresting and unproductive patterns, a basic purpose for the expenditure of public funds and public effort will be lost.

Good design is more than pleasing appearance. Its human, economic, and functional aspects are crucial. Through good architecture, landscape architecture, and city planning design -- urban renewal design includes them all -- handsome and useful buildings and spaces, creating whole areas with character and utility, express and make possible the significant purposes of urban renewal.

Good design is its own best justification. Urban renewal can help build great American cities -- beautiful, well-conceived, rewarding to live in.

Good design produces a useful and expressive setting for community life. Urban renewal design is a social art. It is the art of building a humane city environment, one developed in the best interests of the people who will use it.

Good design is good investment. Urban renewal design is a functional art. It builds in, right from the start, adaptability, utility, long life, and competitive advantage.

Much good design has been accomplished in urban renewal. It is proven as a useful factor in project planning and execution. It is possible to give some guidelines, based on experience, so that all cities may insist on good design as a measure of quality in urban renewal.

ACTION TO PROMOTE GOOD DESIGN

Action to promote good design may be taken throughout the urban renewal process -- prior to and during preparation of the Urban Renewal Plan and during the course of project execution. This action should be based on design services and studies performed by skilled design professionals. Outlined below are some specific procedural measurers which can be taken. But, ultimately, achieving good design depends upon more than procedures and official actions. It requires local support which understands and values functional, well-conceived, and esthetically satisfying urban environment.

ACTION DURING PROJECT PLANNING

Design values are involved from the earliest beginning of project planning. The Decisions made in selecting a project area, defining its boundaries, and working up the Urban Renewal Plan will substantially shape the design possibilities of the finally completed project. Good design may depend upon these early actions.

Selection and Treatment of Project Areas

Selection of the urban renewal project area and project boundaries and the type of treatment to be applied have a marked influence on design possibilities. This is self-evident in conservation areas where existing buildings and streets will in large part remain. In the case of redevelopment, these preliminary actions establish such design determinants as suitability for high or low intensity of development, and initial conditions of topography, city services, and relationships to adjoining parts of the city. Boundaries are particularly significant; in their choice the project can be made to blend in with, or stand apart from, its adjoining neighborhoods.

The Urban Renewal Plan

Basic design framework is established in the Urban Renewal Plan; therefore, design studies should guide its preparation. The major design aspects of the Plan are:

1. Land use, thoroughfare and street rights-of-way, location and functions of public uses and open spaces, intensities of proposed development, and delineation of conservation and redevelopment areas.

2. Regulations and controls to be imposed on sale, lease, or retention of real property acquired.

3. The way major highway programs are coordinated with the Urban Renewal Plan.

Altogether these set a framework for design which, in its specifics, will depend upon the project characteristics and the extent of design studies undertaken during planning. In addition, the Urban Renewal Plan may incorporate procedures for more positive design control through review and approval of redevelopers' proposals.

Design plans and design objectives developed during project planning can also be an informal guide to later actions. Where disposition will be accomplished in many separate parcels, design plans and objectives provide a means by which the LPA can achieve overall design coordination. In conservation areas, design plans and design objectives may be used to insure overall design coordination and compatibility of old and new. Design objectives which are to be used as criteria in review and approval of redevelopers' proposals may be either incorporated in the Urban Renewal Plan or deferred until disposition documents are developed.

ACTION DURING PROJECT EXECUTION

Successful design is measured by the quality of the end result. Design action, therefore, must continue through the project execution phase. From this standpoint, the main aspects of project execution are:

1. Project improvements, engineering, and site improvement work.

2. Rehabilitation and conservation activities.

3. Land disposition methods.

4. Review and approval of redevelopers' proposals.

Project Improvements, Engineering, and Site Improvement Work

All project improvements contribute to the design of the urban renewal area. Specific design study may be usefully applied to the following categories of work:

1. Public rights-of-way:

   a. Streets and sidewalks, underpasses and overpasses, bridges, and retaining walls. Design study should be carried on in close collaboration with the required engineering work and design proposals incorporated in engineering plans.

   b. Street furniture, including lighting and signs.

   c. Street tree planting and landscaping plans.

2. Local parks and playgrounds:

   a. Basic layout and planning.

b. Land Form, planting, and other landscaping plans.

c. Park and playground equipment and furniture, including benches, play equipment, fencing, lighting, and signs.

3. Rough grading where required to make land disposable for proposed uses.

In addition, the opportunity provided by urban renewal to place utilities underground should be seized whenever possible.

Rehabilitation and Conservation Activities

Design work during project execution is the principal technique available for assuring the required long-range vitality, character, and stability of conservation areas. This fact is recognized in explicit provisions of the Urban Renewal Manual as follows:

1. Architectural consultants may provide general guidance to property owners in solving common design problems and in coordinating property improvements block by block.

2. Design advice may be offered to assist owners in improving their properties.

3. Complete design services may be included as required for functional and esthetic improvement of public rights-of-way.

4. Rehabilitation demonstrations provide an important design opportunity through coordinated architecture, project improvement, and landscape design.

In addition, to the extent not covered in project planning, attention should be focused on the following:

1. Overall urban design of the entire conservation area. Design elements involved include the architectural quality of buildings, the character of open space and streets, and the problems of compatibility between old and new.

   These overall design considerations should guide the work done under the four Manual provisions listed above and Items 2 and 3.

2. Guides or objectives for design of facilities for public use.

3. Guides or objectives for design of spot development which may be crucial to survival and stability of conservation areas.

Land Disposition Methods

Land disposition methods and processes have an important bearing on project design. Among the opportunities to bring disposition practices into play for the benefit of design, there are three most useful approaches:

1. Design considerations should be one of the most important factors in making determinations in a negotiated disposition.

2. Design as an important renewal objective may lead in certain cases to disposition through fixed price offerings which can make design quality the basis for award of the land. In this approach, the price is based on permitted use of the land, private developers submit design proposals, and LPA awards the land to the one submitting the best proposal. Competition requirements should assure that submissions are kept appropriately modest and that undue burdens are not placed on competitors.

3. Where property is disposed of on the basis of price competition, it is desirable to establish procedures for subsequent design review and approval of the successful redeveloper's proposals.

Review and Approval of Redevelopers' Proposals

Design review and approval of redevelopers' proposals, as a condition to be imposed on sale or lease of land, may be called for either in the Urban Renewal Plan or in supplementary documents prepared later as part of the disposition process. The basis for approval or disapproval should be made as explicit as possible in stated design objectives.

Room for creative individuality in design should be kept open in the statement of objectives. Design plans and other studies undertaken as a basis for formulating objectives may becomes an informal guide for the review process.

Review boards or panels established to advise the LPA on the design merits of redevelopers' proposals should be composed of qualified design and planning professionals and development experts. The public interest is best protected by having the boards made up of the best trained and most highly skilled and experienced personnel.

DESIGN STUDIES AS A BASIS FOR ACTION

Design studies appropriate to an urban renewal project will vary widely, depending upon the characteristics of the particular case and available resources. At minimum, they should include advisory opinions from design professionals, either on the LPA staff or consultant to it, covering the following essentials:

1. Design possibilities of the project area and its appropriate boundaries.

2. Design aspects of the Urban Renewal Plan.

3. Specific recommendations on the extent and type of controls and regulations to be established in the Urban Renewal Plan and on provisions for design review of redevelopers' proposals to be incorporated either in the Plan or in subsequent disposition documents.

4. Implementation of good design during project execution through project improvements, conservation activities, land disposition, and review and approval of plans.

Additional design studies may include:

1. Survey and analysis of existing design conditions, including architectural and historical analysis of utilization and design of existing open spaces and streets. These studies are particularly useful in conservation areas. In redevelopment areas, these studies can contribute to decisions on existing features to be retained.

2. Studies of the architectural and urban design possibilities of relating new development to existing buildings, open spaces, and streets.

3. Consideration of special problems where their design solution can contribute significantly to project goals.

4. Preparation of alternative design schemes and their comparative analysis, including evaluation of alternative costs, benefits, and revenues.

5. Preparation of design objectives as a basis for development controls and regulations to be incorporated in

the Urban Renewal Plan or as criteria to be used in design review and approval of redeveloper's proposals. Design objectives are general definitions of the goals to be sought in project design. They may include questions of harmony, blending, or contrast with existing and surrounding development; types of open space and circulation planning; recommended types of neighborhood design and land design; performance standards; and, in certain cases, architectural controls.

6. Design plans specifically prepared for the project area. These plans deal with the potential development of the project area and with its relationship to the surrounding city. The nature of the project and its particular technical and functional requirements determine the possibilities. Design plans outline those aspects essential to a practical and well-designed result. Work undertaken in connection with their preparation must relate significantly to specific design needs of the project.

These plans are neither construction plans nor are they part of the Urban Renewal Plan. Rather they are used by the LPA as a basis for the controls and regulations to be incorporated in the Plan, as a graphic statement of design objectives, and as a guide and generator for later actions during execution and redevelopment. While design plans are only informally related to the official documents, much experience has proven their value in promoting good design.

DESIGN SERVICES

URBAN RENEWAL DESIGN SKILLS AND SERVICES

Design services and design studies are serious and responsible work. They require the highest professional skill and experience in architecture, landscape architecture, city planning design, and urban design. The LPA should choose staff and consultant designers with great care to assure that their skills are appropriate to the work at hand and the needs of the particular project. Poor design work may be much worse than simply taking a chance on the results produced without formal attention to design.

It is most important to distinguish design plans from promotional visualizations and "artists' conceptions" of project appearance. Sketches, models, renderings, and plan drawings are simply ways of illustrating a design. Design plans, in contrast, are realistic proposals dealing with the most essential aspects of design in a given situation. They should be based on the skills of programming, analysis, schematic design, and construction know-how characteristic of the various design professions.

LOCAL DESIGN RESOURCES

The architects, landscape architects, and city planning and urban designers in the locality can sometimes render informal assistance to the LPA, either as individuals or jointly through the local chapters of the national professional design associations. Voluntary advisory help may be especially valuable in giving general advice, evaluating design controls, and identifying important design opportunities and strategies.

Some nonprofessional groups may also make contributions. Among these are historical societies and groups organized for the preservation of architectural and historical landmarks. They may contribute to design surveys of existing conditions, to decisions as to what can and should be saved, and to the solution of certain types of conservation problems.

APPENDIX C

WORKS OF ART IN REDEVELOPMENT PARCELS

Section 302 (j) of BRA disposition agreements require that works of art be incorporated in all site developments. This statement has been prepared as a further guide to interested developers.

Works of art can and should support the architectural concept, including functional, structural, and aesthetic objectives and treatments, of the building and its site. Artist and architect are encouraged to explore the many possibilities for harmonious and purposeful collaboration between the two professions. They can find opportunities here to enrich the project at an intimate scale with that which the machine cannot provide. The architect is encouraged to use the works of artists in many different ways and places, including a range of possibilities -- from the enjoyment of the public on the exterior of the building or on its grounds, to the more direct visual delight of those who use the building in a variety of spaces within it. At any scale, there is a broad opportunity and specific challenge here to further the idea that art, architecture, and urban development have a basic relationship.

Planning of a Program for Works of Art

The artist(s) work may be attached to or integral with the structure or site, or be free-standing, and be of a design and materials suitable for the purpose and location, so as to afford reasonable resistance to conditions of exposure, vandalism or theft; works of art should be of such a nature as to provide maximum pleasure to the tenants of the building or the viewer from the street. Works of art must be of a nature that they will be a permanent part of the building or its site.

Included Types of Art

The following examples of what is meant by "works of art" are not meant to be exclusive, but rather illustrative of the kinds of work that would satisfy the basic intent of this policy:

- ornamental walls and structural elements,

- sculpture, bas-relief, mosaics, frescos, murals, tapestries, or paintings,

- fountains which are in themselves sculptural or

designed to enhance the setting of sculpture,

- special lighting and dynamic effects,

- ornamental benches, pedestrian comforts, and street equipment,

- special exterior or interior spaces in which the total use of color, materials, lighting, sculptural relief, or other devices creates an effect predominantly dedicated to aesthetic enjoyment rather than utilitarian requirements.

In no sense are the works of art intended to be used as a substitute for outstanding architectural or landscape architectural design.

Selection of Artists

The final selection of the artist(s) is the responsibility of the architect, subject to the approval of the developer. It is to be understood that the artist is not ordinarily a member of an architect's, landscape architect's or engineer's staff. It is presumed that works of professional artists will be commissioned especially for the proposed redevelopment. The architect is encouraged to develop an early working relationship with the artist(s) in order to incorporate the results of their collaboration into the preliminary plans and outline specifications.

Reviews and Approvals

The specific scope and sequence of reviews shall be determined by the Authority in relation to each redevelopment proposal and the approach of the redeveloper to satisfying the intent of this policy.

As soon as possible after selection of the developer, the developer and his architect shall submit a general program for the employment of art in the development, including names and backgrounds of proposed artists, illustrations of typical past work, types and location of art to be used, budged allocation, and statement indicating how the work will support and enhance the architectural and site design proposals.

Subsequent submission and review procedures are set forth under the Design Review Process elsewhere in this kit.